

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

FILED - MQ
July 20, 2020 3:54 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: sik SCANNED BY: Sh / 7-20-20

ABRIELLE LONDO,

Plaintiff,

DOCKET NO: 2:20-cv-53

v

ENRIGHT FAMILY RESTAURANTS D/B/A
BIG BOY, and STEPHEN WHELAN,

Defendant.

ANSWER TO COMPLAINT AND JURY DEMAND

NOW COMES the Defendant, Enright Family Restaurants D/B/A Big Boy and Stephen Whelan, who hereby states as and for said Answer, as follows:

1. Neither admitted nor denied, and leave the Plaintiff to her proofs.
2. Admitted.
3. Neither admitted nor denied, and leave the Plaintiff to her proofs.
4. Denied.
5. Admitted.
6. Denied.
7. Denied.
8. Neither admitted nor denied, and leave the Plaintiff to her proofs.
9. Neither admitted nor denied, and leave the Plaintiff to her proofs.
10. Neither admitted nor denied, and leave the Plaintiff to her proofs.
11. Denied.
12. Denied.
13. Admitted, when both Plaintiff and Defendant worked the same shift.
14. Denied.

15. Denied.
16. Denied.
17. Denied.
18. Denied.
19. Denied.
20. Denied.
21. Denied.
22. Denied.
23. Denied.
24. Denied.
25. Neither admitted nor denied, and leave the Plaintiff to her proofs.
26. Neither admitted nor denied, and leave the Plaintiff to her proofs.
27. Neither admitted nor denied, and leave the Plaintiff to her proofs.
28. Neither admitted nor denied, and leave the Plaintiff to her proofs.
29. Admitted that Defendant advised Plaintiff that her at-will employment was terminated, but neither admitted nor denied as to the exact date.
30. Denied.
31. Neither admitted nor denied, and leave the Plaintiff to her proofs.
32. Denied.
33. Denied.
34. Denied.
35. N/A.
36. Denied.
37. Denied.
38. Denied.
39. Denied.
40. Denied.

41. N/A.
42. Denied.
43. Neither admitted nor denied, and leave the Plaintiff to her proofs.
44. Denied.
45. Denied.
46. Denied.
47. Denied.
48. Denied.
49. Denied.
50. Denied.
51. N/A.
52. Denied.
53. Denied.
54. Denied.
55. Denied.
56. Denied.
57. Denied.
58. Denied.
59. Denied.
60. Denied.
61. Denied.
62. N/A.
63. Admitted.
64. Denied.
65. Neither admitted nor denied, and leave the Plaintiff to her proofs.
66. Neither admitted nor denied, and leave the Plaintiff to her proofs.
67. Denied.

- 68. Denied.
- 69. Denied.
- 70. N/A.
- 71. Admitted.
- 72. Denied.
- 73. Denied.
- 74. Denied.
- 75. Denied.

WHEREFORE, the Defendant, by and through counsel, respectfully requests that this Honorable Court dismiss this frivolous action and awarded the Defendants costs; together with such other or further relief as this Court deems just and reasonable.

DATED: 7-20-20

RESPECTFULLY SUBMITTED,

A handwritten signature in blue ink, appearing to read "Stephen Whelan", written over a horizontal line.

Stephen Whelan
1950 US 41 West
Marquette, MI 49855

AFFIRMATIVE DEFENSES

NOW COMES the Defendant, Enright Family Restaurants D/B/A Big Boy and Stephen Whelan, who hereby states as and for his Affirmative Defenses, as follows:

1. The Plaintiff's claim is barred as the Plaintiff has failed to join all necessary or interested parties to the action.
2. The Plaintiff has failed to state a claim on which relief can be granted, and summary disposition is thereby warranted pursuant to MCR 2.116(C)(6) (7) and (8).
3. Except as to the amount of damages, there is no genuine issue as to any material fact, and the Defendant are entitled to judgment or partial judgment as a matter of law, pursuant to MCR 2.116(C)(10).
4. The Plaintiff's claim is barred by Fraud and/or the Statute of Limitations.
5. The Defendant, Enright Family Restaurants D/B/A Big Boy and Stephen Whelan, reserves the right to add additional affirmative defenses as they become known through the discovery process.
6. The Defendant exercised reasonable care to prevent and correct any sexually harassing behavior.
7. The Plaintiff has failed to mitigate damages.

WHEREFORE, Defendant, Enright Family Restaurants D/B/A Big Boy and Stephen Whelan, requests that this Honorable Court dismiss this Complaint and award Defendant costs, attorney fees, and interest along with any other relief that is fair, just, and equitable under the circumstances.

RELIANCE UPON JURY DEMAND

The Defendant, Enright Family Restaurants D/B/A Big Boy and Stephen Whelan, hereby gives notice that they will rely upon the jury demand previously by the Plaintiffs, on each and every issue in the above-captioned case.

RESPECTFULLY SUBMITTED,

DATED:

7-20-20

A handwritten signature in blue ink, appearing to read 'Stephen Whelan', is written over a horizontal line.

Stephen Whelan
1950 US 41 West
Marquette, MI 49855